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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BAMBI BABY.COM CORP., a New Jersey
Corporation,

Plaintiff,

vs.

MADONNA VENTURES, INC., a Missouri
Corporation, d/b/a/ Treasure Rooms Baby and Kids,
a/k/a Treasure Rooms LLC, a/k/a/ Treasure Rooms,
and INSPIRATION BY STERLING, INC., a
Missouri Corporation, d/b/a Treasure Rooms,

Defendants.

Civil Action No.

COMPLAINT

Plaintiff Bambi Baby.com Corp. (“Bambi Baby” or “Plaintiff”), by and through its attorneys, Connell Foley LLP, for its Complaint against Defendant Madonna Ventures, Inc. (“Madonna Ventures”) and Defendant Inspiration by Sterling, Inc. (“Sterling”, collectively with Madonna Ventures, referred to as “Defendants”), alleges, on knowledge as to its own actions, and otherwise on information and belief, as follows:

PRELIMINARY STATEMENT

1. Bambi Baby brings this action seeking injunctive and monetary relief for Defendants’ intentional infringement and blatant misappropriation of protected material from Bambi Baby’s website, including the following copyrighted works: compilations of digital photographs which depict Bambi Baby’s goods to be sold in a distinct and wholly original

manner (“Digital Photographs”); a tool-tips graphic that provides Bambi Baby’s customers with detailed descriptions of various items on its website (“Tool-Tips”); and numerous banner advertisements and landing pages, uniquely designed for Bambi Baby’s website (collectively, with Digital Photographs and Tool-Tips, referred to as the “Copyrighted Works”).

2. Bambi Baby is a family-owned baby furniture store located in West New York, New Jersey. Bambi Baby has been in the baby business for over 30 years and ships baby furniture and good throughout the United States.

3. On or before February 1, 2017, Bambi Baby created, distributed, advertised, and publicly displayed all of the Copyrighted Works. Bambi Baby is the owner of all copyright rights in the Copyrighted Works.

4. All of the claims asserted herein arise out of and are based on Defendants’ continuous copying, reproduction, distribution, publishing, and public display of works of visual art that are copied from, or virtually identical to, Bambi Baby’s Copyrighted Works.

5. Bambi Baby sues for copyright infringement under the United States Copyright Act of 1976, as amended (the “Copyright Act”), 17 U.S.C. § 101 et seq., and misappropriation under New Jersey’s Unfair Competition Act, N.J.S.A. 56:4-1, et. seq. Bambi Baby seeks all remedies afforded by the Copyright Act and New Jersey’s Unfair Competition Act, including preliminary and permanent injunctive relief, Bambi Baby’s damages and Defendants’ profits from Defendants’ willfully infringing conduct, and other monetary relief that the Court deems just and proper, including treble damages.

JURISDICTION AND VENUE

6. This court has jurisdiction over this copyright infringement action pursuant to 28 U.S.C. § 1331, 1338(a), and 1338(b).

7. Venue is proper in this district under 28 U.S.C. § 1400(a) because Defendants may be found in this district. Venue is also proper in this district because under 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to the claim occurred in this district.

PARTIES

8. Plaintiff Bambi Baby is a corporation that is incorporated in the state of New Jersey and has a principal place of business located at 5411 Bergenline Avenue, West New York, New Jersey 07093-4603. Bambi Baby ships baby furniture nationwide and has stores in New Jersey and New York.

9. On information and belief, Defendant Madonna Ventures is a corporation incorporated in the state of Missouri with a principal place of business located at 121 Chesterfield Town Centre, Chesterfield, Missouri 63005-1230. On information and belief, between May 24, 1993 and December 15, 2014, Madonna Ventures operated and did business at various times under the following names: Treasure Rooms Baby and Kids, Treasure Rooms LLC, and Treasure Rooms. On information and belief, Madonna Ventures is the current owner of the website, <https://www.treasurerooms.com> (“Treasure Rooms’ Website”).

10. On information and belief, Defendant Sterling is a corporation incorporated in the State of Missouri with a principal place of business located at 505 Forest Crest, Lake Saint Louis, Missouri 63367. On information and belief, from February 9, 2018 through present day, Sterling has operated and done business under the name Treasure Rooms.

FACTS

Bambi Baby and its Copyrighted Works

11. Bambi Baby created and displayed all of the Copyrighted Works on its company website, <http://www.bambibaby.com> (the “Website”) on or before February 1, 2017. Bambi Baby owns any and all copyright rights in the Copyrighted Works, which include the Digital Photographs, Tool-Tips, and banner advertisements and landing pages.

12. The Digital Photographs were originally vendor images that were selected, modified and arranged by Bambi Baby in such a manner that the resulting work as a whole constitutes an original work of authorship. A comparison of a vendor image (Photo 1) and one of Bambi Baby’s protected Digital Photographs (Photo 2) is below:



Photo 1: Original Vendor Image.



Photo 2: Bambi Baby’s protected Digital Photograph.

13. Tool-Tips, a light-bulb graphic created by Bambi Baby with specific style and color, provides Bambi Baby’s customers with detailed descriptions of items throughout the Website. Originally created in response to a high volume of questions by Bambi Baby customers concerning shipping services, Tool-Tips enhances the customer’s overall online shopping experience and constitutes an original work of authorship.

14. Bambi Baby's Website also contains banner advertisements and landing pages that were uniquely designed by Bambi Baby, and arranged in a manner on the Website that the resulting work constitutes an original work of authorship.

15. The Copyrighted works are fixed in a tangible medium of expression and wholly original with at least minimal creativity. Bambi Baby is the exclusive owner of all rights, title, and interest, including all rights under copyright, in the Copyrighted Works.

16. Bambi Baby's copyright rights in the Copyrighted Works are protected pursuant to 17 U.S.C. § 102(a)(5) and 17 U.S.C. § 103.

17. Bambi Baby did not register the Copyrighted Works with the United States Copyright Office.

Defendants' Infringing Conduct

18. Treasure Rooms is a baby furniture store located in Missouri which ships products to customers nationwide.

19. On information and belief, between May 24, 1993 and December 15, 2014, Madonna Ventures operated and did business under the name Treasure Rooms (and variations of such name), and from February 9, 2018 through present day, Sterling has operated and done business under the name "Treasure Rooms".

20. On information and belief, Madonna Ventures owns the Treasure Rooms' Website. Attached hereto as Exhibit A is a copy of the Terms and Conditions page of the Treasure Rooms' Website, which identifies Madonna Ventures as the owner of the Treasure Rooms Website.

21. On information and belief, Defendants obtained physical possession of or otherwise viewed Bambi Baby's Copyrighted Works, and intentionally copied the Copyrighted

Works to create infringing works of the Digital Photographs, Tool-Tips and Bambi Baby's banner advertisements and landing pages (collectively referred to as the "Infringing Works").

22. Defendants blatantly copied Bambi Baby's Digital Photographs and publically displayed its infringed copies on the Treasure Rooms' Website. Defendants' infringement is evidenced by the striking similarities between Bambi Baby's Digital Photographs and Defendants' infringed copies, which cannot possibly be explained other than as a result of copying. A comparison of one of Bambi Baby's copyrighted Digital Photographs (Photo 3) and Defendants' infringed copy (Photo 4) is below:

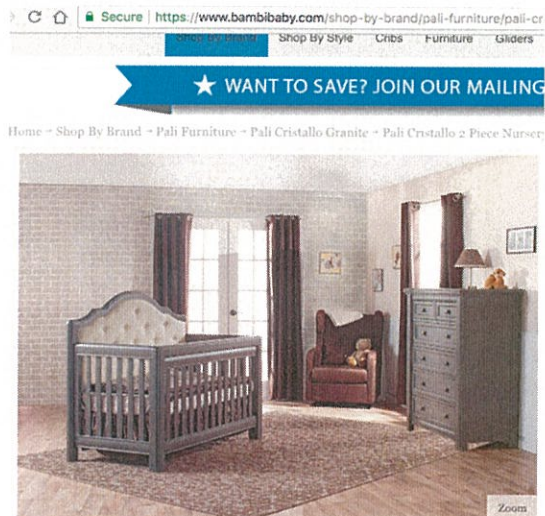


Photo 3: Bambi Baby's protected Digital Photograph.

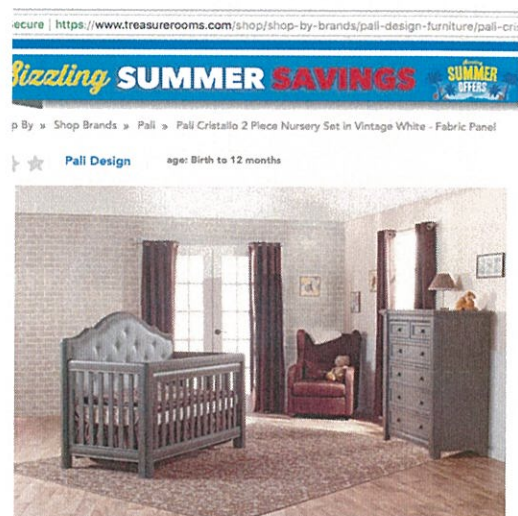


Photo 4: Defendants' infringed copy.

23. Defendants also copied Bambi Baby's Tool-Tips graphic and publically displayed this infringed graphic throughout Treasure Rooms' Website. Defendants not only copied Bambi Baby's Tool-Tips concept, but also misappropriated Tool-Tips' identification names, style and descriptive explanations of the highlighted item. A comparison of one Bambi Baby's Tool-Tips graphics (Photo 5) and Defendants' infringed graphic (Photo 6) is below:

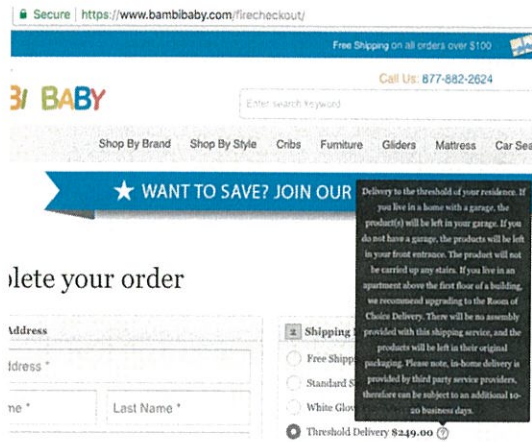


Photo 5: Bambi Baby's protected Tool-Tips graphic.

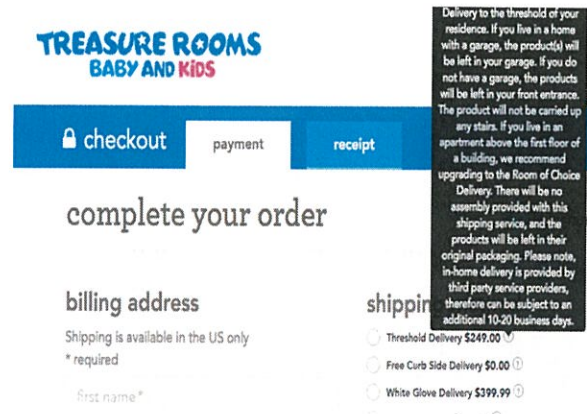


Photo 6: Defendants' infringed graphic.

24. Bambi Baby's banner advertisements and landing pages have also been illegally copied and displayed on the Treasure Rooms' Website. A comparison of Bambi Baby's 2016 Memorial Day Sale Landing Page (Photo 7) and Defendants' infringed 2018 Memorial Day banner advertisement (Photos 8) is below.



Photo 7: Bambi Baby's protected 2016 Memorial Day Sale Landing Page.



Photo 8: Defendants' infringed 2018 Memorial Day banner advertisement.

25. In addition, the Website also displays Bambi Baby's unique shipping methods and services that are available to its customers. Bambi Baby's shipping methods and services and the descriptions of such services - including when free shipping is applied, what the threshold price is for delivery of a product, what "room of choice" delivery entails and when white glove shipping and assembly is available - were developed solely by Bambi Baby for Bambi Baby customers and products.

26. Notwithstanding - in addition to the Infringing Works - Defendants have misappropriated Bambi Baby's shipping methods and services, publicly displaying on Treasure Rooms' Website blatant copies of descriptions of Bambi Baby's shipping methods and services. Attached hereto as Exhibit B is Bambi Baby's shipping methods and service webpage, and as Exhibit C, Treasure Rooms' shipping methods and services webpage.

27. Defendants' access to the Copyrighted Works was a result of the widespread dissemination of the Copyrighted Works in the United States and the numerous and substantial similarities between the parties work.

28. Defendants copied, reproduced, distributed, published, and publicly displayed the Copyrighted Works without Bambi Baby's authorization, consent, or knowledge, and without any remuneration to Plaintiff.

29. The Copyrighted Works and Defendants' Infringing Works appear within close proximity to each other. An online search of particular baby furniture yields results where the Treasure Rooms' Website appears on the same search result page and just below Bambi Baby's Website.

30. Defendants are looking to benefit from Bambi Baby's goodwill, which has grown as a result of being in business for over the 30 years.

31. As such, Defendants' unauthorized use of the Copyrighted Works is merely an attempt to obtain a pecuniary benefit at Bambi Baby's expense.

32. Defendants continue to distribute, publish, and publicly display the Infringing Works on the Treasure Rooms' Website.

33. As a result of Defendants' actions described above, Bambi Baby has been directly damaged, and is continually damaged, by the unauthorized distribution and public display of the Infringing Works and copied shipping methods and services. Defendants have never accounted to or otherwise paid Bambi Baby for its use of the Copyrighted Works.

34. On information and belief, on or around April 12, 2018, the day Defendants re-launched the Treasure Rooms Website, Defendants began to intentionally infringe upon Bambi Baby's Copyright Works and blatantly misappropriate Bambi Baby's shipping methods and services.

35. On May 22, 2018, Bambi Baby's counsel issued a cease and desist letter objecting to Defendants' public display of the Infringing Works. Attached hereto as Exhibit D is a true and correct copy of Bambi Baby's May 22, 2018 cease and desist letter.

36. On May 29, 2018, representatives of Madonna Ventures responded to Bambi Baby's cease and desist letter, yet Defendants continue to publicly display Infringing Works on the Treasure Rooms Website.

37. On June 8, 2018, Bambi Baby's counsel sent a formal Take Down Notice to Defendants' Internet Service Provider (the "ISP"), GoDaddy.com, in compliance with the Digital Millennium Copyright Act (17 U.S.C § 512(c)) (the "DMCA"). Attached hereto as Exhibit E is a true and correct copy of Bambi Baby's June 8, 2018 DMCA letter.

38. Defendants' acts are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to Bambi Baby for which Bambi Baby has no adequate remedy at law.

FIRST COUNT: COPYRIGHT INFRINGEMENT

39. Bambi Baby repeats and makes part hereof each and every allegation set forth in paragraphs 1 through 38 of the Complaint.

40. The Copyrighted Works are an original compilation of works of visual art containing copyrightable subject matter for which copyright protection exists under the Copyright Act, 17 U.S.C. § 101, et. seq. Bambi Baby is the exclusive owner of the copyrights to the Copyrighted Works. Bambi Baby's Copyrighted Works are not registered with the United States Copyright Office.

41. Through Defendants' conduct alleged herein, including Defendants' reproduction, distribution, publishing, and public display of the Infringing Works, which is copied from, a derivative or substantially similar to Bambi Baby's Copyrighted Works, without Bambi Baby's permission. As a result, Defendants have directly infringed Bambi Baby's exclusive rights in the Copyrighted Works in violation of Section 501 of the Copyright Act, 17 U.S.C. § 501.

42. On information and belief, Defendants' infringing conduct alleged herein was and continues to be willful and with full knowledge of Bambi Baby's rights in the Copyrighted Work, and has enabled Defendants to illegally obtain profit therefrom.

43. As a direct and proximate result of Defendants' infringing conduct alleged herein, Bambi Baby has been harmed and is entitled to damages in an amount to be proven at trial. Pursuant to 17 U.S.C. §504(b), Bambi Baby is also entitled to recovery of Defendants' profits

attributable to Defendants' infringing conduct alleged herein, including from any and all sales from the Infringing Works, and an accounting of a constructive trust with respect to such profits.

44. Bambi Baby is further entitled to its attorneys' fees and costs pursuant to 17 U.S.C. § 505.

45. As a direct and proximate result of the Defendants' conduct alleged herein, Bambi Baby has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. On information and belief, unless Defendants' infringing conduct is enjoined by this Court, Defendants will continue to infringe the Copyrighted Works. Bambi Baby therefore is entitled to preliminary and permanent injunctive relief restraining and enjoining Defendants' ongoing infringing conduct.

WHEREFORE Bambi Baby requests judgment against Defendants as follows:

- a. That Defendants have violated Sections 501 of the Copyright Act (17 U.S.C. § 501);
- b. Granting an injunction preliminarily and permanently enjoining Defendants, its employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns and all those in active concert and participation with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, from:
 - a) Distributing, marketing, advertising, promoting, displaying, or authorizing any third party to distribute, market, advertise, promote, or display the Infringing Works and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Copyrighted Works;

- b) Reproducing, distributing, or publicly displaying the Copyrighted Works, creating any derivative works based on the Copyrighted Works, or engaging in any activity that infringes Bambi Baby's rights in its Copyrighted Works; and
 - c) Aiding, assisting, or abetting any other individual or entity in doing any act prohibited by subparagraphs (a) or (b);
- c. That Defendants be ordered to provide an accounting of Defendants' profits attributable to Defendants' infringing conduct;
- d. That Defendants be ordered to destroy or deliver up for destruction all materials in Defendants' possession, custody, or control used by Defendants in connection with Defendants' infringing conduct, including without limitation all remaining copies or inventory of the Infringing Works and any products and works that embody any reproduction or other copy or colorable imitation of the Copyrighted Works, as well as all means for manufacturing them;
- e. That Defendants, at its own expense, be ordered to recall the Infringing Works from any distributors, retailers, vendors, or others that have distributed the Infringing Works, and any products, works or other materials that include, copy, are derived from, or otherwise embody the Infringing Works or the Copyrighted Works, and that Defendants be ordered to destroy or deliver up for destruction all materials returned to it;
- f. Awarding Bambi Baby:
 - a) Defendants' profits obtained as a result of Defendants' infringing conduct, including but not limited to all profits from sales of the Infringing Works

and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Infringing Works or the Copyrighted Works, or in the Court's discretion, such amount as the court finds to be just and proper;

b) Damages sustained by Plaintiff as a result of Defendants' infringing conduct, in an amount to be proven at trial; and

c) Bambi Baby's reasonable attorneys' fees and costs pursuant to 17 U.S.C. § 505;

g. Awarding Bambi Baby interest, including pre-judgment and post-judgment interest, on the foregoing sums; and

h. Awarding such other and further relief as the Court deems just and proper.

SECOND COUNT:

UNFAIR COMPETITION UNDER NEW JERSEY'S UNFAIR COMPETITION ACT

46. Bambi Baby repeats and makes part hereof each and every allegation set forth in paragraphs 1 through 45 of the Complaint.

47. New Jersey's Unfair Competition Act, N.J.S.A. 56:4-1, et. seq., prohibits the misappropriation of another's brand, trademark, reputation or goodwill.

48. Bambi Baby competes with Defendants by providing the same or similar goods and services that are provided by them in the same marketplace.

49. On information and belief, beginning on or around April 12, 2018, Defendants began to display on Treasure Rooms' Website the Infringing Works, and Bambi Baby's descriptions of its shipping methods and services.

50. These actions by the Defendants unfairly interfere with Bambi Baby's business, misappropriate Bambi Baby's reputation and good will, and constitute unfair competition.

51. By infringing on Bambi Baby's Copyrighted Works and blatantly copying Bambi Baby's shipping methods and services, Defendants, upon information and belief are intentionally making false representations in the relevant marketplace and impairing Bambi Baby's ability to compete with Defendants on a level playing field.

52. On information and belief, Defendants through its use of the Infringing Works and misappropriation Bambi Baby's shipping methods and services continue to generate profits from its operation, which is further evidence of unfair competition.

53. Due to Defendants' unfair competition, Bambi Baby has been and will continue to suffer losses of business. Because the extent of those losses cannot be determined in a manner that would enable Bambi Baby to recover damages, it has no adequate remedy at law. To remedy the unfair competition from Defendants' use of the Infringing Works and the irreparable injury that it has caused and will continue to cause Bambi Baby, the Court should order Defendants to discontinue their unfair competition. This can be accomplished by Defendants ceasing use of the Infringing Works.

WHEREFORE, Bambi Baby requests judgment against Defendants as follows:

- a. Entering an order declaring that Defendants have engaged in unfair competition under the laws of the State of New Jersey;
- b. Ordering Defendants to remedy these violations of law by requiring them to discontinue their unfair competition;
- c. Granting an injunction preliminarily and permanently enjoining Defendants, its employees, agents, officers, directors, attorneys, successors, affiliates,

subsidiaries, and assigns and all those in active concert and participation with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, from:

- a) Distributing, marketing, advertising, promoting, displaying, or authorizing any third party to distribute, market, advertise, promote, or display the Infringing Works and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Copyrighted Work;
- b) Reproducing, distributing, or publicly displaying the Copyrighted Works, creating any derivative works based on the Copyrighted Works, or engaging in any activity that infringes Bambi Baby's rights in its Copyrighted Works; and
- c) Aiding, assisting, or abetting any other individual or entity in doing any act prohibited by subparagraphs (a) or (b);
- d. Awarding Bambi Baby reasonable attorneys' fees and costs; and
- e. Awarding such other and further relief as the Court deems just and proper, including treble damages.

DATED: August 10, 2018

Respectfully submitted,

/s/ Bryan P. Couch

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**ATTORNEYS FOR PLAINTIFF
BAMBI BABY.COM CORP.**

EXHIBIT A

<https://www.treasurerooms.com/summer-savings-sale>

Home (<https://www.treasurerooms.com/>) » Terms & Conditions



Painpers
swaddlers

#1 Choice of Hospitals

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FAQ List (<https://www.treasurerooms.com/>)
Track My Order
(<https://www.treasurerooms.com/sales/guest/form/>)

Return Policy
(<https://www.treasurerooms.com/returns/>)

Shipping & Delivery
(<https://www.treasurerooms.com/shipping-and-returns/>)

Coupon Codes (<https://www.treasurerooms.com/>)
Login
(<https://www.treasurerooms.com/customer/account/login/>)

Create Account
(<https://www.treasurerooms.com/customer/account/create/>)

Contact Us
(<https://www.treasurerooms.com/contacts/>)

Payment Options
(https://www.treasurerooms.com/payment_options/)

Price Match
(https://www.treasurerooms.com/price_match/)

Terms of Credit
(https://www.treasurerooms.com/credit_card/)
Privacy Policy
(<https://www.treasurerooms.com/privacy-policy/>)

Terms & Conditions
(<https://www.treasurerooms.com/terms-and-conditions/>)

Terms and Conditions

This page states the Terms and Conditions ("Terms") under which you, the website visitor ("You" or "Your" or "Yourself") may use this website ("Our Site"), which is owned by Madonna Ventures, Inc., which includes the Treasure Rooms brand ("We" or "Us" or "Our"). Our Internet Web Site ("Site") is offered to you conditioned on your acceptance, without modification, of the terms, conditions, or notices contained herein. By using Our Site, you confirm your acceptance of, and agree to be bound by, this Agreement and all such terms, conditions and notices. We may, in Our sole discretion, revise these Terms and Conditions at any time; therefore, You should visit this page periodically to review the Terms and Conditions

Any information provided by You is also subject to Our Privacy Policy, which is incorporated by reference into the Terms. By using the Services, You acknowledge and agree that You have read and agree to the terms in Our Privacy Policy. Additional terms and conditions of use may also be posted directly on other areas of the Site, and together with the Terms, as amended from time to time, are collectively referred to as the "Agreement."

ACCURACY OF INFORMATION

From time to time, there may be information on our site that contains errors, inaccuracies, or omissions that relate to product descriptions, pricing, and availability. We reserve the right to correct or amend any such errors, inaccuracies, or omissions, and to change or update information at any time without prior notice. Therefore, items saved in your Shopping Bag or Baby Registry may be subject to changes until an order is placed.

SHIPPING LIMITATIONS

When an order is placed, it will be shipping to an address designated by the purchaser as long as that shipping address is compliant with the shipping restrictions contained on this Web Site. All purchases from this Site are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Site pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

Shipping estimates reflected on Treasure Rooms product pages are based on estimates quoted by our designers. Therefore, we cannot be responsible for any designer delays and/or discontinuations for any reason. We reserve the right to amend any shipping estimate or product information due to any delay.

VALIDATING YOUR ORDER

We are not responsible for any inaccurate information provided to Us by customers. It is Your full responsibility to carefully review Your order during the checkout process to ensure all information provided to Treasure Rooms is accurate, including: all ordering information, payment information, billing addresses, and shipping addresses. We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will attempt to notify you using the e-mail address you have given us with the order. Your credit or debit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card.

TRADEMARKS AND SITE CONTENT

The contents of this website, such as text, graphics, images, video and other content, are protected by copyright under both United States and foreign laws. We authorize You, non-exclusively and non-transferably, to view and download a single copy of the Site material for Your personal use. Unauthorized use of the Site material violates copyright, trademark, and other laws. You may not sell or modify Treasure Rooms Site material or reproduce, display, distribute, or otherwise use the Site material in any way for any public or commercial purpose. The names, marks and logos included in the Site material are, unless otherwise noted, registered and/or common law trademarks owned by or licensed to us. Marks not belonging to us belong to their respective third party owners and we claim no rights in them. The use of these marks or the site material, except as provided in these Terms and Conditions, is prohibited.

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EXHIBIT B

Free Shipping on all orders over \$100

Call Us: 877-882-2624

My Account: Login | Create Account | My Registry (0 items)

Ac 5 Star Customer rating

Enter search keyword

★ WANT TO SAVE? JOIN OUR MAILING LIST FOR A COUPON TODAY ★ [Click here](#)

SIGN UP NOW

RECEIVE COUPON

RESTRICTIONS APPLY

[Click here](#)

SHIPPING METHOD:

At this moment, we only ship to US 48 contiguous states. Most of the time, your order will be shipped via **UPS** and in some circumstances we might ship via **Fedex**. Some items are eligible for free shipping within US 48 contiguous states where some of them will be calculated on checkout. Most furniture items are included in the free shipping program unless otherwise specified. For all freight shipments, someone must be home to receive the shipment at the time of scheduled delivery. If you neglect your scheduled appointment, you will be responsible for any charges associated with rescheduling. **Please note: Free shipping is for CURBSIDE DELIVERY ONLY.**

Free Shipping:

Free Shipping is applied to all purchases that exceed \$100.00 before tax. Please note that most furniture and some other over sized items are shipped via UPS Freight. **UPS Freight will deliver products curbside only. UPS WILL NOT bring the furniture inside** the house unless you select one of the following three options. Furniture that exceeds ground shipping dimensions might have a Packaging and Fuel surcharge.

Threshold Delivery - \$249.00

Delivery to the threshold of your residence. If you live in a home with a garage, the product(s) will be left in your garage. If you do not have a garage, the products will be left in your front entrance. The product will not be carried up any stairs. If you live in an apartment above the first floor of a building, we recommend upgrading to the Room of Choice Delivery.

There will be no assembly provided with this shipping service, and the products will be left in their original packaging. Please note, in-home delivery is provided by third party service providers, therefore can be subject to an additional 10-20 business days.

Room of Choice - \$349.00

Delivery inside your residence to the room of your choice. This includes carrying the product up two flights of stairs from the building threshold (4-15 stairs = 1 flight). If you need the product up additional flights, please contact us. Please note, in-home delivery is provided by third party service providers, therefore can be subject to an additional 10-20 business days.

There will be **no assembly provided with this shipping option.**

White Glove + Assembly- \$399.00

Delivery inside your residence to the room of your choice. This includes carrying the product up two flights of stairs from the building threshold (4-15 stairs = 1 flight). If you need the product up additional flights, please contact us. Please note, in-home delivery is provided by third party service providers, therefore can be subject to an additional 10-20 business days.

Your products will be assembled with this shipping option, **with the exception of cribs and bunk beds**, and the packages will be opened up, and the packaging removed and disposed.

What is Shipping Insurance?

Our shipping insurance option makes it much easier for you, the customer, to handle unfortunate event that may arise during shipping. Of course, if anything is damaged during shipment, we will take care of it, but with our shipping insurance, you will be able to bypass the claims process, and will be eligible for expedited replacement parts. We also take an extra level of precaution with preparing your shipment by adding additional packing material, to ensure safe delivery.

Local Deliveries - Prices Vary

For customers located within 100 miles of our distribution center can utilize Bambi baby's personal in home delivery, which includes in home delivery, assembly and set-up. Please contact us at 877-882-2624 for more information.

Please Note: Prices may vary depending on the furniture. For more information, please call our store at 877-88-BAMBI.

Count on our in-home delivery teams to provide:

- Boxed delivery in the home
- Boxed delivery in the garage
- Boxed delivery in a covered area
- Reverse logistics

SHIPPING POLICY:

We do not ship to APO/FPO (military) or P.O. BOX address.

How does Curbside delivery work?

To provide a higher level of service, **UPS freight** will contact you prior to the delivery to schedule the date and time of delivery. As you are notified prior to the delivery, you can get appropriate help to bring the item/s inside unless you select White Glove Threshold Delivery. You are responsible for being at the place of delivery for your scheduled date and time-frame. If you are not there, and UPS Freight has to re-deliver the shipment, there is an additional charge that you will be responsible for.

PLEASE NOTE: This is **VERY** important, or else it makes it extremely difficult and expensive to handle damages.

If you receive the item in a defective condition please write "**product/s received in damaged condition**" clearly on the paperwork/sheet that they ask you to sign.

From time to time, there may be pricing errors on the website. While we try our best to prevent this from happening, we are human afterall. We reserve the right to cancel orders where this situation occurs.

Delivery Time:

Provided we have the item in stock, your order will usually be shipped from our warehouses within 2-3 business days. If the item is not in stock, you will be updated with an estimated shipping time frame on your order status. Shipping time will depend on your location from our warehouse in New Jersey.

Below is the estimated shipping time for ground shipments..

2-3 business days for residents of : ME, VT, NH, MA, NY, CT, RI, PA, NJ, MD, DE, OH, WV, VA, NC, SC

3-4 business days for residents of : MI, IN, KY, TN, AL, GA, FL, WI, MN, IA, IL

4-5 business days for residents of : SD, NE, KS, OK, AR, MO, MS, LA

5-7 business days for residents of : WA, MT, ND, OR, ID, WY, CA, NV, UT, AZ, NM, TX, CO

Please be assured that we try our best to meet the time frame above, but there will always be a possibility of delay on the shipment.

SPECIAL ORDERS:

Certain items including bedding, bedding accessories, furniture in general, gliders and ottomans and any other dropship items are considered "Special Orders". Because these are items not stocked by Bambi Baby, we need to accept your credit card payment at the time of the order, although it may take 8-16 weeks to ship to you.

Special Order items will be subject to a 30 - 50% restocking fee if returned. You can cancel your order only up to one business day after your order. Unfortunately, after one business day the customer will be subject to restocking fees.

SALES TAX:

Sales tax applicable for sales to NJ and NY.

RETURN:

We want you to be completely satisfied with your purchase at BambiBaby.com. If you are not completely satisfied with your purchase within the first 30 days from the date of purchase, we will gladly offer a full refund or exchange minus shipping cost.

All returned items must be in their original condition, unopened with the original packaging intact and all warranty cards, manuals and paperwork included. Any items not returned in new condition will be assessed a restocking fee. (amount will be determined on individual basis).

Returning shipping is at customer's expense. Shipping fees will not be refunded. For your protection, you may wish to insure the package when you mail or ship it back to us. Bambi Baby is not responsible for the loss of or damage to any returned merchandise. Items returned that were offered with free shipping, will have the actual shipping charges deducted from the amount. Shipping charges are not refundable.

The following products will not be accepted for any reason once opened or used due to sanitary/hygiene reasons. Breastpumps, Bottles, Nipples, Feeding Accessories, Pacifiers, Spouts, Breast Care Products, Scales, Breastpump Accessories, Breastpump Parts, Nursing Stools, Potty Seats. If you are unsure about the product or have any questions, please contact us before opening the package. Car seats and strollers cannot be returned after being used and will be under manufacturer's policy, please check thoroughly

before you use these items.

If the items that you received are damaged or defective, please contact us immediately by phone or e-mail for return instructions. If the items were damaged during shipping, we are required to contact UPS and UPS may have to inspect the package.

Due to the high cost of shipping truck and white glove freight, returns for these items are in most cases prohibitively expensive. **Please make sure all of your questions are answered before ordering.** Our customer service team is more than willing to answer any and all product questions. Of course, unforeseen problems with your orders will be handled free of charge. Please see our replacement policy below for more details.

Most of our products are offered with free shipping, meaning shipping has been included in the price to provide you with the total cost of the order. If you return your purchase **you will be responsible** for the **cost of shipping it back** to the warehouse. In the case of a return, you will be refunded the purchase price less our actual outbound shipping cost and a restocking fee when your return has been processed at the warehouse. Return processing time generally takes a few weeks.

Replacements

In the unlikely event that you receive a product that is incorrect, missing parts, or damaged we will send you replacements free of charge. Please call the toll-free phone number on your order receipt and our customer service team will arrange this for you.

Replacements generally leave the warehouse within two weeks of being ordered. Even if the package appears only slightly damaged, write "Package Damaged" when you sign for delivery. This is **VERY** important. If the package looks significantly damaged, you may refuse delivery of the package. The damaged package will be returned to us and we will send you a new one. If you refuse delivery, please notify us so that we can expect the return shipment.

If you have already accepted the package and find that parts are missing or damaged, please contact us right away and we will ship you the replacement parts free of charge. Speed matters since most carriers only let us file freight claims within 48 hours of delivery. If we cannot replace the parts, we will have the carrier pick up the package and we will send you a replacement. All returned products should be in the original packaging.

4.7 ★★★★★
Google
Customer Reviews

EXHIBIT C



(<https://www.treasurerooms.com/summer-savings-sale>)

Home (<https://www.treasurerooms.com/>) » Shipping & Handling



Shipping & Handling



SHIPPING OF YOUR ORDER

*The following shipping methods apply to online orders only. In-store shipping methods differ and are done through home distribution branch.

Treasure Rooms ships across the United States 48 contiguous states. All orders are shipped via FedEx, YRC, FedEx Freight, or LTL Freight Carrier. All orders are eligible for free shipping across the US 48 contiguous states. For free shipping please select "Free Curb Side Delivery" during the checkout process. For all freight shipments, we require someone at least 18 years of age or older be home to receive your shipment at the time of your scheduled delivery. If you miss your scheduled appointment, you will be responsible for any additional fees associated with rescheduling.

Free Shipping (Curb-Side Delivery): FREE

Curbside delivery service provides delivery of your item(s) to the curb at the end of your driveway. They will NOT take the pieces any further than the curb. This service does not include set up or assembly of items or removal of packaging materials. Your item will be shipped to a local delivery terminal. The delivery terminal will call you when your item arrives to schedule a delivery appointment. At the time of your delivery you must be able to take possession of the piece(s) at your curb from the truck. It is recommended to have 2 strong individuals present who can safely handle the pieces from that point. If you need the pieces brought into your garage or home we recommend that you opt for one of our premium delivery services below. ALL Conversion Kits and Toddler Rails come with FREE SHIPPING and will be delivered FedEx or UPS Ground delivery to your door.

Threshold Delivery: \$249.00

Includes delivery into the main entrance of your residence. If you have a garage, the items will be brought into your garage or inside the entrance of your front door. This service does not include removal of packaging, assembly or setup of your item(s). If you live in an apartment building, the piece(s) will be brought just into the main entrance of the building. Items will not be carried any further into your apartment or home than across the front threshold. Please note this delivery service will take an additional 10-15 days to arrive to you due to necessary scheduling.

Room of Choice: \$349.00

Includes delivery into the any room you choose. Room of Choice simply means the Delivery Specialists will deliver your piece(s) into whichever room you desire as long as there is a clear path and location for placement. This includes 2 men bringing your piece(s) up to 2 flights of stairs into your desired room. If your residence has more than two flights of steps or more than a standard staircase additional charges may apply. **This service does not include removal of packaging, assembly or setup of your items.** Please note this delivery service will take and additional 10-15 days to arrive to you due to necessary scheduling.

White Glove Delivery: \$399.00

Delivery into your residence inside the room you desire with debris removal. White Glove service includes unpacking, removal/disposal of packing materials and transporting your order up or down a maximum of 2 flights of stairs. Furniture White Glove delivery only includes **light assembly and does not include cribs**, however it does involve things such as screwing legs into furniture and doesn't require tools. All boxes and debris will be removed leaving your residence clean. Please note this delivery service will take and additional 10-15 days to arrive to you due to necessary scheduling.

Local St. Louis Flagship Store Deliveries

Customers located within in 150 miles radius of Treasure Rooms Flagship Retail Store customers will qualify for local home delivery rates. For local deliveries we offer curbside delivery as well as White Glove + Crib Assembly. For more information on local deliveries call 636-728-1899.

Toddler Rails and Conversion Kits

All orders on toddler rails and conversion kits are specials orders, non-cancellable, and non-refundable. Each rails has to be ordered with the manufacturer and we will not take these particular items back as they are special orders.

APO/FPO/PO Box Mailing Addresses

At this time we do not ship to APO/FPO or P.O. BOX address.

Sales Tax Applicability

Sales tax applicable for sales with a billing address in Missouri. All other states are not charged any sales tax.

Replacement Pieces & Parts

In some rare instances damages can occur. In the event that your furniture is damaged, please call Treasure Rooms immediately at (636) 728-1899 to speak with a representative for clear instructions who will work swiftly to resolve this on your behalf.

In most instances, we will need photos of the damage to implement the fastest and most appropriate solution for you. Replacement parts typically take 2-4 weeks to ship out on average, and sometimes quicker if we have the part/hardware in-stock.

At the time of your delivery inspect your order 360 degrees. **If you see any damage to the boxes write "BOX DAMAGED" on the driver's paperwork. This is a VERY important step during your delivery.** If you have reason to suspect that your order is significantly damaged, you have the right to refuse your shipment once you have called Treasure Rooms Customer Service at (636) 728-1899 and been granted approval.

Treasure Rooms must be immediately notified of any damage during the time of your delivery.

©2018 Treasure Rooms, LLC. All Rights Reserved. Use of this site signifies your acceptance of Treasure Rooms Website [Terms and Conditions \(/terms-and-conditions/\)](#) and [Privacy Policy. \(/privacy-policy/\)](#) [About Us \(/find_store/\)](#)

EXHIBIT D



Connell Foley LLP
One Newark Center
1085 Raymond Blvd., 19th Floor
Newark, New Jersey 07102
P 973.436.5800 F 973.436.5801

Bryan P. Couch
Partner
Direct Dial 973-436-5703
BCouch@connellfoley.com

May 22, 2018

VIA EMAIL AND FEDERAL EXPRESS

Treasure Rooms
Donna Cullen
Steve Cullen
121 Chesterfield Towne Center
Chesterfield, MO 63005
Email: info@treasurerooms.com

Re: Demand to Cease and Desist

Dear Sir or Madam:

Please be advised that this firm has been retained to represent Bambibaby.com Corp. ("Bambi Baby"). It has been brought to our attention that a significant portion of your website at <http://www.treasurerooms.com> is almost an exact duplication of our client's website at <https://www.bambibaby.com>. Your website misappropriates key graphics, headlines and text from our client's website. You clearly could not have designed your website without first having seen our client's website.

The following represent several blatant examples of this infringement:

<https://www.bambibaby.com/memorial-day-sale-2016>
[http://www.treasurerooms.com/memorial ad/](http://www.treasurerooms.com/memorial_ad/)

<https://www.bambibaby.com/media/catalog/category/dresser.jpg>
<http://www.treasurerooms.com/media/catalog/category/kenilworth-collection-graphite-gray.jpg>

Roseland

Jersey City

Newark

New York

Cherry Hill

Philadelphia

www.connellfoley.com

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<https://www.dropbox.com/s/wpxx5bxcqmcstzd/Screenshot%202018-05-17%2012.26.49.png?dl=0>

<https://www.dropbox.com/s/m00b0ultvki0zr5/Screenshot%202018-05-15%2013.12.18.png?dl=0>

https://www.bambibaby.com/skin/frontend/ultimo/bambibaby/images/color_sash.png

<http://www.treasurerooms.com/skin/frontend/default/treasure/images/label/more-colors.png>

These examples were identified through a simple review of your website. We believe a thorough site audit would reveal several more examples of your blatant infringement of our client's website.

Our client's website is protected under the copyright laws of the United States, which protection is extended by international treaty. You neither asked for nor received permission to use our client's website as a model for your own website, nor to make or distribute copies of it. We believe you have willfully infringed our client's rights under applicable copyright laws.

We write to demand that you immediately cease and desist from using our client website's color scheme, layout, graphics, headlines and text. We further demand that you immediately remove the infringing pages from your website, including specifically the url's associated with the pages identified above, and desist from any other infringement of our client's rights under applicable copyright laws in the future.

In addition, we are in the process of sending a formal Take Down Notice to your ISP in compliance with the Digital Millenium Copyright Act (17 U.S.C. 512(c)) ("DMCA"). Pursuant to that Notice, your ISP will be required by law to remove and/or disable access to all of the pages on your website identified above. If you or your ISP fail to comply with the DMCA, you will be liable for civil damages and penalties.

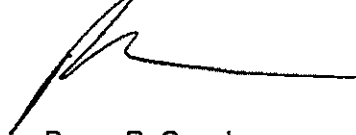
You must contact us within five (5) days from the date of this letter to confirm that you will comply with all demands set forth herein. Absent written assurance from you of your compliance with our demands, as stated above, our client will take all measures afforded to it at law and in equity to enforce its intellectual property rights. Our client prefers to resolve this matter without taking legal action, but is prepared to take whatever steps are necessary to protect its rights and its business.

You are now on notice of the foregoing claims and therefore are now under a legal duty to affirmatively preserve, and not delete, destroy, hide or misplace, all documents, communications and materials of all types, in both physical and electronic form, that refer to or relate in any way to Bambi Baby, your website, and any other matter discussed in this correspondence.

Treasure Rooms
Donna Cullen
Steve Cullen
May 22, 2018
Page 3

The foregoing is not intended, nor shall it be construed, as a complete recitation of the facts and events concerning the above-referenced matter, or the law or claims of Bambi Baby in the event filings are made with respect thereto, nor shall it be construed as a complete recitation of any of your rights, claims, damages or remedies, legal or equitable. Nothing hereinabove stated or omitted shall be deemed a waiver or limitation of any right, remedy, claim, or cause of action of any kind whatsoever, all of which Bambi Baby hereby expressly reserves. This letter is written without prejudice to any claims which Bambi Baby may have against you and/or related entities, including but not limited to injunctive relief and money damages, should action against you prove necessary.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Bryan P. Couch', with a long horizontal stroke extending to the right.

Bryan P. Couch

BPC/vs

EXHIBIT E



Connell Foley LLP
One Newark Center
1085 Raymond Blvd., 19th Floor
Newark, New Jersey 07102
P 973.436.5800 F 973.436.5801

Bryan P. Couch
Partner
Direct Dial 973-436-5703
BCouch@connellfoley.com

June 8, 2018

VIA Email - abuse@godaddy.com

Re: Take - Down Notice

To the ISP Hosting Company:

Please be advised that this firm has been retained to represent Bambibaby.com Corp. ("Bambi Baby"). Our client's website (<https://www.bambibaby.com>) is being infringed upon by <http://www.treasurerooms.com>, a website hosted by GoDaddy.com, LLC.

The website, <http://www.treasurerooms.com>, is almost an exact duplication of our client's website. It misappropriates key graphics, headlines and text from our client's website.

The following represent several blatant examples of this infringement:

<https://www.bambibaby.com/memorial-day-sale-2016>
http://www.treasurerooms.com/memorial_ad/

<https://www.bambibaby.com/media/catalog/category/dresser.jpg>
<http://www.treasurerooms.com/media/catalog/category/kenilworth-collection-graphite-gray.jpg>

<https://www.dropbox.com/s/wpxx5bxcqmcstzd/Screenshot%202018-05-17%2012.26.49.png?dl=0>
<https://www.dropbox.com/s/m00b0ultvkj0zr5/Screenshot%202018-05-15%2013.12.18.png?dl=0>

https://www.bambibaby.com/skin/frontend/ultimo/bambibaby/images/color_sash.png
<http://www.treasurerooms.com/skin/frontend/default/treasure/images/label/more-colors.png>

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<https://www.treasurerooms.com/shop/shop-by-brands/dolce-babi/lucca-collection-in-weathered-brown.html>

<https://www.treasurerooms.com/shop/shop-by-brands/pali-design-furniture/pali-modena-granite.html>

<https://www.treasurerooms.com/shop/shop-by-brands/pali-design-furniture/pali-cristallo.html>

<https://www.treasurerooms.com/shop/shop-by-brands/pali-design-furniture/diamante-collection.html>

<https://www.treasurerooms.com/shop/shop-by-brands/oxford-baby/cottage-cove-collection.html>

<https://www.treasurerooms.com/shop/shop-by-brands/oxford-baby/london-lane-collection.html>

<https://www.treasurerooms.com/shop/shop-by-brands/oxford-baby/london-lane-collection.html>

<https://www.treasurerooms.com/shop/shop-by-brands/oxford-baby/peirmont-collection.html>

<https://www.treasurerooms.com/shop/shop-by-brands/cosi-bella/delfino-collection.html>

<https://www.treasurerooms.com/media/wysiwyg/cart-left-img.jpg>

These examples were identified through a simple review of the offending website. We believe a thorough site audit would reveal several more examples of blatant infringement of our client's website.

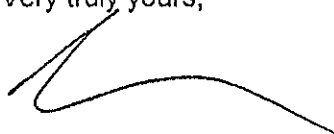
This letter is official notification under the provisions of Section 512(c) of the Digital Millennium Copyright Act ("DMCA") to effect removal of the above-reported infringement. We request that you immediately remove the specified posting and prevent the infringer, who is identified by its web address, from posting the infringing content to your servers in the future. Please be advised that law requires you, as a service provider, to "expeditiously remove or disable access to" the infringing content upon receiving this notice. Noncompliance may result in a loss of immunity for liability under the DMCA.

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June 8, 2018
Page 3

We have a good faith belief that use of the material in the manner complained of here is not authorized by our client, the copyright holder, or the law. The information provided here is accurate to the best of my knowledge. I swear under penalty of perjury that our client is the copyright holder.

Please send me at the address noted below a prompt response indicating the actions you have taken to resolve this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Bryan P. Couch', with a stylized, sweeping flourish.

Bryan P. Couch

BPC/vs